

Amendment 174

To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 174 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 21st day of September, 2011, by and between ERG Transit Systems (USA) Inc, a California corporation and wholly owned subsidiary of ERG Limited, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor for the work necessary to modify the static text on the Cardholder Website (CHW) and modify static text and perform three (3) functional changes to the Business Account Website (BAW) in excess of the standard monthly "no cost" hours allotment for the month of September 2011. This work is more fully described in CR-0068287 *BAW-CHW Updates 2011-09-01*.
- C. The parties agree that the work necessary to modify the CHW and BAW will be performed and compensated as described below.

Section 1.0 Description of Work

- 1.1 The Contractor will perform the analysis, development, testing, integration and engineering management work necessary to modify the CHW and BAW as directed by the Agencies.
- 1.2 For the month of September 2011, the Contractor will perform work to modify the static text of certain CHW pages per CR-068287.
- 1.3. For the month September 2011, the Contractor will perform work to modify the static text of certain BAW pages and implement three (3) functional changes to the "Notification Email Text" per CR-068387.

CR-068287 DWT
CIT 21/01/2012

Section 2.0 Schedule

- 2.1 The work to implement the static text changes will be performed in MR 15 XR.
- 2.2 The work to implement the functional site changes will be implemented in MR 16.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

Section 3.0 Compensation Changes

Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

VI. IMPLEMENTATION

SPECIAL PROGRAMS

LUMP SUM COST

Amendment No. 174

To perform the work, in excess of the standard monthly allotment, to modify the CHW and BAW:	
• Static Text Updates September 2011 20.5 hours	\$2,065
• Functional Updates September 2011 39.5 hours	<u>\$4,079</u>
TOTAL	\$6,144

Section 4.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment One Hundred and Seventy-four shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

ERG Transit Systems (USA) Inc.

By: 

Its: Director.

Date: 9/20/11

The Agencies

By: 

Their: Operations Manager

On behalf of the Agencies

Date: Sept. 21, 2011